

Minutes
Board of Supervisors
Work Session
April 7, 2015

Members Present: Johnny Woodward, Chairman At-Large
D. Keith Guzy, Jr. District 1
David Wiatrowski, District 2
J. D. Cave, District 3
Darrell Short, District 4
Dorothy F. Pendley, District 5

Staff Present: Amity Moler, County Administrator
Regina Miller, Assistant to the County Administrator
Clark Draper, Planning & Community Development Director
Nathan Miller, County Attorney

Call to Order:

Chairman Johnny Woodward called to order the work session of the Page County Board of Supervisors on April 7, 2015, at 7:00 p.m. in the Board of Supervisors Room located in Page County Government Center, 103 South Court Street, Luray. A quorum of the Board was present.

Concurrence Resolution/School's Performance Contracting:

Exhibit A

Donna Whitley-Smith, School Superintendent, introduced Daniel Lauro, Bond Counsel, and Charlie Barksdale from the Virginia Department of Mines, Minerals and Energy and also said there were two representatives from Johnson Controls present to answer questions. Mrs. Whitley-Smith said 18 months ago the school system began to investigate performance contracting as a method to accomplish two critical goals: to shore up and improve their infrastructure and to save the taxpayer's money by using utility efficiencies to pay for needed equipment replacements. The School Board used a state vetted process called a Back of the Envelope Audit, to select a company to proceed with a full investment grade audit that would allow the School Board to select facility improvement measures that would meet their infrastructure needs without adding additional expense to the taxpayers. She said they have relied on the expertise of Charlie Barksdale and have had everything reviewed by the attorney and bond counsel. The project presented to the Supervisor in January allows the replacement of two boilers, extensive equipment upgrades and controls, air conditioning for the middle schools and an upgrade of lighting division-wide at no additional expense by diverting money that is currently spent on utilities to pay for the lease-purchase upgrades over a 15 year period. She outlined that these savings are bonded and guaranteed and operate through state code and state oversight. Municipalities across the state have used performance contracting to address aging infrastructure needs and important improvements and there has not been one failure to date. Failing to enter into a performance contract and agreement does not eliminate the need to replace two boilers, one that is cracked. Instead, it means those needs must return to the top of the

priority list for the limited funds that they do have ahead of some of the projects slated for arbitrage funds or back into the school budget. The cost of energy that is associated with running a school system will continue to rise. The \$7.5 million slated for this project will still appear in the budget each year, but those payments will serve to further the interest of the utility companies instead of the citizens and students of Page County. She then requested the Board's concurrence that will allow the school system to proceed with performance contracting.

Mr. Daniel Lauro, Bond Counsel with Botkin Rose, said the School Board does not legally need any sheet of paper from the County to move forward with this project because this is not considered debt of the County, but a year-to-year lease. He said the law firm will not give a clean legal opinion for them to move forward if the Board decides not to sign the Resolution. The firm believes it is important for the Board of Supervisors to understand the process and be fully informed as to what the School Board intends to do with this lease. This may affect the budget relationship in the future because of this not being a debt. The Board, he said, could decide to fund upgrades through the Virginia Public School Authority, which the Board has expressed was not likely. This Resolution is just a nod, which states that the Board understands what the School Board is doing and approve them moving forward in the process. This is a year-to-year lease and the Board of Supervisors will never be responsible for making payments on the lease. If the School Board were to ever default on a lease payment on a school bus then it would reflect negatively on the County. Unlike those situations, this lease has all the stop-gaps to prevent it from happening. There is no full faith in credit, no general obligation, not even a moral obligation support. The Concurrence Resolution does not bind the Board in any way.

Supervisor Cave said the negotiations have been going on for 18 months for performance contracting, but why is this Resolution just now coming before the Board? Mrs. Moler indicated that when the performance contracting presentation was given in January the School Board did not have the Resolution.

Supervisor Guzy said that Supervisor Short specifically asked at the January meeting if the Board's support was needed and was this going to impact our credit. The response was no. Mr. Lauro said the performance contract was signed in late January, after their presentation to the Board. After that, the bank gave the school system their term sheet and under those terms bond counsel was required to give a legal opinion. In March, bond counsel determined that they would like a Concurrence Resolution from the Board of Supervisors.

Nathan Miller, County Attorney, said when a bond issue is put together it is complex. He said that lenders put criteria on the bond. The bond counsel has to guarantee, in their opinion that pieces of puzzle are together. Mr. Miller said it's his opinion that there is no obligation from the County being assumed, other than stating for bond counsel's benefit that they concur that this project should go forward. Even if it defaults, it will not show up on the County's balance sheet.

Supervisor Cave asked Mrs. Whitley-Smith if the Board does not approve the Resolution, would she move forward anyway. Mrs. Whitley-Smith said would not make the decision on her own, but would ask the School Board to call an emergency meeting to make the decision. By not moving forward with this project, leaves some big decisions to be made in how to pay for the improvements and upgrades. In addition, they will still be paying \$7.5 million in utility bills.

Supervisor Cave indicated that there has been such “fearmongering” and he received an email a few hours earlier, which stated: “I just received notice that there is a chance that as a whole the Board is leaning toward voting against performance contracting tonight, which would take away the necessary funding of Page County Public Schools improvement projects, raises, instructional and athletic programs.” He asked where did the person who wrote the email get such information? Dr. Paul Johnson, Schools Director of Human Resources/Administration, said he sent the email to the Principals. Supervisor Cave asked why he would put such information out. Dr. Johnson replied that they were informed of all of the discussions between the Board of Supervisors and members of the School Board and the opportunities that the school system may miss. It is important to continue to make wise choices to see the school system and community move forward. Supervisor Cave expressed that it is counterproductive to circulate this kind of information.

Supervisor Guzy indicated that he has no problem with the Resolution and thanked Mr. Lauro for clarifying. He said he talked to “Mrs. X” who sent an email indicating the Board was going to do away with the athletic programs and her children will no longer be able to take honors classes and that we just received an enterprise zone designation and now we can show everyone we are the poorest county around. The email was sent from the Principals to the Assistant Principals and then was shared with the community. The community has already been on Facebook and sent the Board members emails. He indicated that he is in favor of the project, but his wife and children read on Facebook that he is not and that he will vote against it. He then asked Mr. Barksdale if they spend \$7.5 million will they have a savings of \$7.5 million. Mr. Barksdale mentioned that some of the savings is operational, not energy. There will be energy savings and they will be guaranteed and bonded by Johnson Controls. Supervisor Guzy asked what would need to happen in order to void the guarantee. Mr. Barksdale mentioned that the school system has option A and B in the contract and he explained what those options included.

Supervisor Cave said he feels the Board can make decisions without a lot of lobbying efforts and negative emails.

Mrs. Whitley-Smith said she has been involved in this project for 18 months and throughout the process they have tried to be a transparent and inclusive as possible. It disturbed her that after due diligence, that she heard earlier in the day that the votes are not there from the Board to support it. She said that is worthy of some lobbying and the constituents have the right to make their feelings known and she does not apologize for

letting them know that this important contract was in jeopardy. She said she hopes the school system and Board of Supervisors can work together.

Motion: Supervisor Wiatrowski moved to approve the Concurrence Resolution. Supervisor Pendley seconded and the motion carried by a vote of 6-0. Aye: Woodward, Guzy, Wiatrowski, Cave, Short, Pendley. Nay: None.

School Board Resolutions:

Mrs. Whitley-Smith presented Resolutions for the arbitrage funds and one informational resolution for a grant for Page County High School. The first Resolution was in the amount of \$8,500 using arbitrage funds to complete the repairs to Luray High School and Page County High School football field lighting.

Motion: Supervisor Cave moved to approve the Resolution requesting appropriation of arbitrage funds in the amount of \$8,500 for Luray High School and Page County High School football field lighting project. Supervisor Guzy seconded and the motion carried by a vote of 6-0. Aye: Guzy, Wiatrowski, Cave, Short, Pendley, Woodward. Nay: None.

Next, Mrs. Whitley-Smith presented the second Resolution for \$498,171 from the arbitrage funds to complete the tracks for Luray High School and Page County High School.

Motion: Supervisor Guzy moved to approve the Resolution requesting appropriation of arbitrage funds in the amount of \$498,171.00 for Luray High School and Page County High School tracks. Supervisor Cave seconded and the motion carried by a vote of 6-0. Aye: Wiatrowski, Cave, Short, Pendley, Woodward, Guzy. Nay: None.

Mrs. Whitley-Smith then presented the third Resolution for \$243,189 from the arbitrage funds to complete the construction of the Page County Technical Center Storage building.

Motion: Supervisor Cave moved to approve the Resolution requesting appropriation of arbitrage funds in the amount of \$243,189 for Page County Technical Center Storage Building. Supervisor Wiatrowski seconded and the motion carried by a vote of 6-0. Aye: Cave, Short, Pendley, Woodward, Guzy, Wiatrowski. Nay: None.

Lastly, Mrs. Whitley-Smith presented an informational Resolution stating that the School Board has applied for funding for a drinking water project at Page County High School.

Building & Zoning Fees Discussion:

Mr. Clark Draper, Planning and Community Development Director, said that at the direction of the County Administrator staff has compiled fee information from some surrounding jurisdictions to compare with fees currently charged by Page County's Community Development Department. Mr. Draper reviewed fees on a residential 2,547 sq. ft. single family home and a commercial building of 2,400 sq. ft. He also provided zoning fees and trailer park inspection fees.

Supervisor Guzy said he has received calls regarding trailer parks and he feels the fee needs to be assessed per trailer. Mrs. Moler provided the Board with the complete fee schedule and said an administrative fee could be added to the fees to recoup some costs for staff time. The commercial fees should be looked into. There is currently no fee for a commercial building, if it is not over 4,000 sq. ft.

Supervisor Short suggested fixing some of the deficiencies and present to the Board for review.

Chairman Woodward asked Mr. Draper to put together a presentation and have it ready for the May work session. Mr. Draper said he would have Michelle Somers and Kenny Fox at the May work session as well to answer questions.

Stanley Well Agreement:

EXHIBIT B

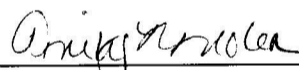
Mr. Nathan Miller, County Attorney, said that the agreement has been reviewed and approved by the Town of Stanley. He pointed out on page 2 a change he made that said if the Town accepts the well as is, but if they do not complete the project in five years the agreement becomes null and void. He wanted to make sure that if it did become null and void the word "*ab initio*" is in there, meaning "from the beginning". This would mean this contract is dead from the beginning, but the one provision he did not want to die is that the County is relieved of any responsibility. He said the Board needs to approve and sign the agreement so he can get it back to Mr. Janney, the Town's Attorney.

Motion: Supervisor Guzy moved to approve the contract presented between the Town of Stanley and Page County dated March 19, 2015, conveying a well. Supervisor Cave seconded and the motion carried by a vote of 6-0. Aye: Short, Pendley, Woodward, Guzy, Wiatrowski, Cave. Nay: None.

Adjourn: 8:18 p.m.

With no further business, Chairman Woodward adjourned the meeting.


Johnny Woodward, Chairman


Amity Moler, County Administrator

April 7, 2015
Board of Supervisors of Page County, Virginia

CONCURRENCE RESOLUTION
FOR SCHOOL BOARD LEASE PURCHASE FINANCING

WHEREAS, the Virginia General Assembly declared in Virginia Code Section 11-34.1 that it is the policy of the Commonwealth of Virginia to encourage public bodies to invest in energy conservation measures and facility technology infrastructure upgrades that reduce energy consumption, produce a cost savings, and improve the quality of indoor air in facilities, and when economically feasible, operate, maintain, or renovate facilities in such a manner so as to minimize energy consumption and reduce operational costs associated with facility technology infrastructure (for convenience, the “Energy Savings Policy”); and

WHEREAS, pursuant to such Energy Savings Policy, the School Board (“School Board”) of Page County, Virginia (the “County”), in consultation with the Virginia Department of Mines, Minerals and Energy, has entered into an Energy Performance Contract dated January 26, 2015 (the “Energy Performance Contract”) with Johnson Controls, Inc. (“JCI”), under the auspices of the Virginia Energy Management Program, to provide energy efficient lighting, retrofits, HVAC upgrades, building automation systems and other energy conservation measures for its schools and facilities, as set forth in the Energy Performance Contract (the “Project”); and

WHEREAS, JCI has guaranteed the School Board that the annual level of energy and operations savings to be achieved as a result of the installation and operation of the equipment and upgrades contained in the Energy Performance Contract will be sufficient to pay for the cost of said equipment and upgrades in a period equal to or less than fifteen (15) years (the “JCI Guarantee”), including necessary financing, and has tendered performance bond(s) to the School Board; and

WHEREAS, the School Board has been advised that Green Campus Partners, LLC, or its successor and assign (“Lessor”), shall provide tax-exempt lease purchase financing to the School Board pursuant to Lessor’s January 23, 2015 proposal (“Lessor’s Proposal”) in the maximum aggregate principal amount of \$7,524,075 pursuant to an Equipment Lease Purchase Agreement (together with other related documents, the “Lease”); and

WHEREAS, the School Board reasonably expects the Project to continue to be essential to the functions of the School Board for a period of not less than the fifteen (15) year term of the Lease; and

WHEREAS, on March 9, 2015 the School Board adopted a Resolution (the “School Resolution”) authorizing and approving the Project, the Lease, and arrangements thereunder, including designating the Lease as “bank-qualified” pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, among other things; and

WHEREAS, specifically, the School Resolution approved a maximum \$7,524,075 principal lease financing for the Project to be paid over a fifteen (15) year term with a fixed rate

of interest on the Lease to be determined under Lessor's Proposal five (5) business days prior to the execution and delivery of the Lease but not to exceed 3.05% per annum or such other interest rate that shall not require an additional capital contribution by the School Board above the projected savings under the JCI Guarantee; and

WHEREAS, as an additional safeguard, the Superintendent, if necessary, is authorized to renegotiate the scope of the Project in order to eliminate any capital contribution by the School Board above the JCI Guarantee under the Energy Performance Contract; and

WHEREAS, all amounts payable by the School Board under the Lease are subject to the receipt by the School Board of sufficient appropriations from the Board of Supervisors of the County (the "Supervisors"), as the taxing authority of the County, upon due request of the Superintendent or other officer of the Page County Public Schools charged with the responsibility of preparing the School Board's budget for each fiscal year, and the County is under no legal obligation to make any appropriation with respect thereto; and

WHEREAS, the School Board previously has presented to the County the foregoing Project, Lease, and arrangements thereunder and now desires for the Supervisors to approve this Concurrence Resolution in furtherance of such transactions by the School Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF PAGE COUNTY, VIRGINIA:

1. **Essential Governmental Purpose of Project.** The Supervisors find and determine that the Project and the terms and conditions of the Lease, including the School Board's payment of rental payments to Lessor in connection with such lease purchase financing arrangements, are in the best interests of the County and the School Board for the acquisition and long-term financing of the Project by the School Board in furtherance of its essential governmental purposes in the County.

2. **Concurrence Approval of Lease and Arrangements thereunder.** Upon due consideration, the County hereby concurs with and approves the School Board's undertaking of the Project and the lease purchase financing thereof, as contemplated under the Lease and arrangements thereunder.

3. **Nature of School Board's Payment Obligations.** The School Board has no taxing powers, and accordingly, the Lease shall not constitute a general obligation of the County or the School Board, or a pledge of the full faith and credit of the County or the School Board, or a charge against the general credit of the County or the School Board or a charge against the taxing power of the County. Further, any amounts payable by the School Board under the Lease shall not constitute a debt of the County or the School Board within the meaning of any constitutional or statutory limitation under Virginia law.

It is to be understood that the County shall not be obligated to make any payments under this Concurrence Resolution or the Lease or any arrangements thereunder. However, the Supervisors understand that the School Board will be required to covenant with Lessor to make

timely payments pursuant to the Lease and arrangements thereunder for the term thereof regardless of any breach under the JCI Guarantee or the Energy Performance Contract or other default by JCI under the Energy Performance Contract. **To such end, the Supervisors hereby acknowledge that a failure by the School Board to meet any payment obligations to Lessor pursuant to the Lease (including arrangements thereunder) is likely to have an adverse effect on the ability of the School Board and the County to access financing or funding for any other undertakings.**

4. **Effective Date.** This Concurrence Resolution shall be effective upon its adoption.

Adopted: April 7, 2015

**BOARD OF SUPERVISORS OF
PAGE COUNTY, VIRGINIA**

By: Johnny Woodward
Chairman

CERTIFICATE

The record of the roll-call vote by the Board of Page County, Virginia (the "Board"), on the foregoing resolution, taken at a duly held regular public meeting of the Board on the date hereof, is as follows:

NAME	AYE	NAY	ABSTAIN	ABSENT
Johnny Woodward, Chairman	✓			
J. D. Cave, Vice Chairman	✓			
D. Keith Guzy, Jr.	✓			
David Wiatrowski	✓			
Darrell Short	✓			
Dorothy F. Pendley	✓			

Date: April 7, 2015

[SEAL]

Angie Novlen
Clerk of the Board of Supervisors of Page County, Virginia

EXHIBIT B
Minutes – Board of Supervisors
April 7, 2015

**THE TOWN OF STANLEY
AND
THE COUNTY OF PAGE
WELL AGREEMENT**

THIS WELL AGREEMENT (“Agreement”) is made this 19th day of March, 2015, by and between the Town of Stanley, Virginia, 278 E. Main Street, Stanley, Virginia 22851 (“Town”) and the County of Page, Virginia, 103 S. Court Street, Suite F, Luray, Virginia 22835 (“County”) (collectively “Parties”);

RECITALS:

1. The County previously developed a landfill located on Eldon Yates Drive near the Town of Stanley, Virginia (“the original landfill”), which was subsequently closed.
2. The Town owns and operates two (2) wells identified as numbers three (3) and two (2) within the same general area as the original landfill.
3. There is a possibility that subterranean leakage from the original landfill may permeate and pollute the aquifer that supplies water to the Town’s wells (2) and (3).
4. A well was dug by the County on its property located just off Goodrich Road on the northern side of the Town of Stanley in the Marksville Magisterial District of Page County Virginia, and described as the “Well” on Exhibit “A” attached and made a part of this Agreement. The Well was drilled for the purpose of supplying water to the County’s industrial customers and as an alternative source of water for the Town with respect to the Town’s wells (2) and (3) should they become unserviceable because of pollution from the original landfill.
5. There have been numerous and ongoing discussions among and between the staff and the elected officials of the Parties concerning alternative solutions.
6. There were certain representations by and between the Parties concerning the development and use of the Well.
7. The Parties have not previously reduced their understandings, discussions and representations to a definitive Agreement.
8. Substantial time has elapsed between the initiation of discussions concerning a well replacement for the Town and the Parties’ recollection of representations, discussions and understandings have become divergent and faded.

9. The Parties have agreed to resolve the issues surrounding the development, completion and use of the Well which terms are hereinafter set out:

NOW THEREFORE, for the mutual considerations, covenants and understandings the Parties agree as follows:

1. The recitals are made a part of this Agreement and are fully incorporated herein by this reference thereto with the same force and effect as though restated herein.

2. The County shall cause to be conveyed by deed to the Town in fee simple title to the existing Well and equipment, and the surrounding well lot centered around the well containing one acre, identified on Exhibit "A" attached, on or before sixty (60) days after the execution of this Agreement. This conveyance will be by general warranty deed and shall be free and clear of all liens and encumbrances.

3. The Town accepts the conveyance of the Well and equipment "As Is" as well as the well lot, and agrees to complete the construction, equipping and maintaining of the Well so it is serviceable within five (5) years from the date of the conveyance, but if the Town fails to so develop the well and connect to it, then this agreement shall be null and void *ab initio* and the Town shall re-convey the well lot to the county or its assigns; except however, Paragraph (7) seven (release of County liability) shall survive the termination of this Agreement whether by its fulfillment or pursuant to this Paragraph (3) three regarding reconveyance.

4. The County will grant to the Town upon its request the following easements necessary for the operation, access and maintenance of the Well:

- (a) Vehicular right of way – twenty (20) feet running from the property to the existing 50 foot wide public easement which terminates at Goodrich Road;
- (b) Electric right of way – ten (10) feet;
- (c) Water main right of way – ten (10) feet.
- (d) Temporary construction easements ten (10) feet wide on both sides of the said easements.

All such access rights of way shall follow as nearly as possible the property lines unless alternate routes are required and agreed upon by the Parties.

5. The County reserves the right to connect to the Well for service to its residents and its industrial customers provided the capacity is available. Such connections will be at the Town's currently published tap connection and usage fees as in effect from time to time.

6. Should usage of the Well be required by the County prior to the Well becoming serviceable within the agreed five (5) years, the Parties shall negotiate in good faith for a construction and financing plan for the Town to complete the Well and bring it into service to meet the needs of the County. However, should the Well not be placed in service within the agreed upon five (5) years by the Town the County reserves any rights to the Well and the usage of its total capacity, and if the County exercises this option, then the Town may declare this agreement null and void and of no further effect.

7. The Town does hereby release and save harmless the County from any further responsibilities, liabilities or obligations relative to the functionality and usefulness of wells two (2) and three (3) or any direct or collateral damage or losses incurred by the Town should wells two (2) and three (3) become unserviceable for any reason.

8. **Additional Terms.**

(a) **Binding on Assigns.** The Parties to this Agreement agree that it shall be binding upon them, and their respective successors, and assigns.

(b) **Notices.** Whenever notice is to be given pursuant to any of the provisions of this Agreement, such notice shall be deemed to have been given when hand delivered or deposited in the U.S. mails with postage prepaid, for delivery by certified mail, return receipt requested, or upon pick-up for overnight delivery by United Parcel Service, or Federal Express. The date of that notice shall be deemed to have been given shall be determined by the postmark if sent by U.S. mail and by the invoice showing the date and time of pick-up if sent by courier. All notices will be given to the Parties at the above referenced address, unless notified by a party of a change in address. Any date specified in this Agreement which is a Saturday, Sunday or legal holiday shall be extended to the first regular business day after such date, which is not a Saturday, Sunday or legal holiday.

(c) **Modification.** The Agreement may be modified or waived only by a separate writing signed by the Parties expressly modifying or waiving such Agreements.

(d) **Waiver.** The rights and remedies of the Parties are cumulative and not alternative. Neither the failure nor any delay by any Party in exercising any right, power or

privilege under this Agreement will operate as a waiver of such right, power, or privilege and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (i) no claim or right arising out of this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Party; (ii) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given; and (iii) no notice to or demand on one Party will be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

(e) **Person.** The term "person" means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or governmental body.

(f) **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. If any of the covenants or provisions of this Agreement are determined to be unenforceable by reason of its extent, duration, scope or otherwise, then the Parties contemplate that the court making such determination shall reduce such extent, duration, scope or other provision and enforce them in their reduced form for all purposes contemplated by this Agreement.

(g) **Costs and Attorneys' Fees.** In the event an arbitration, suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorneys' fees and costs of such action or suit to be fixed by the arbitrator, trial court, and/or appellate court.

(h) **Further Acts.** Each party to this Agreement agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

(i) **Titles and Captions.** All section titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor effect the interpretation of this Agreement.

(j) **Pronouns and Plurals.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require.

(k) **Presumption.** This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

(l) **Jurisdiction; Service of Process.** Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against either of the Parties in the courts of Page County, Virginia.

(m) **Governing Law.** This Agreement will be governed by the laws of the Commonwealth of Virginia without regard to conflicts of laws principles.

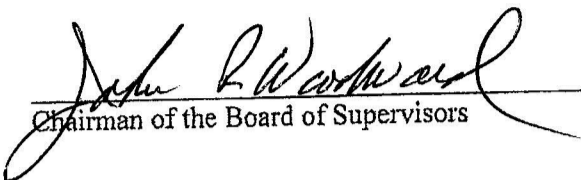
(n) **Counterparts and Electronic Execution.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which when taken together shall be deemed to constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or by electronic mail in "portable document format" ("pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of an original Agreement for all purposes.

(o) **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, representations and warranties, whether written or oral, between the Parties relating to the subject matter hereof.

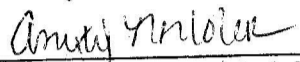
This Agreement was authorized by Resolutions of the Town Council of the Town of Stanley and the Board of Supervisors of Page County.

(Signature page to follow)

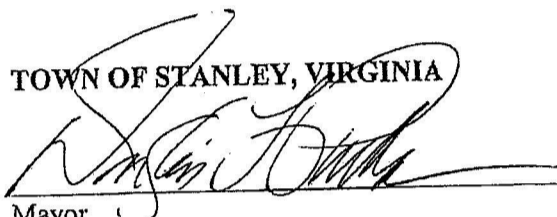
COUNTY OF PAGE OF THE COMMONWEALTH OF
VIRGINIA

By: 
Chairman of the Board of Supervisors

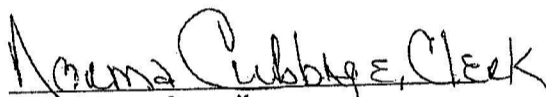
ATTEST:


Amity Moler, County Administrator

TOWN OF STANLEY, VIRGINIA

By: 
Mayor

ATTEST:


Clerk, Town Council